



City Clerk's Office
Receiving #
1985
I-02-007
Yakima County



Contract #

1985
(Obtain from City Clerk)**CONTRACT REVIEW/APPROVAL ROUTING FORM****INSTRUCTIONS:****1. First time original contracts**

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

CONTRACT DESCRIPTION**Contract Originator:** Eric Swansen**Department/Division:** CMO**Date:** 25-oct-02

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

CONTRACT TITLE: Addendum to nterlocal Agreement with Yakima County for Jail Services**Brief Description of Services:** Jail services and tranportation**Contract Modification:** Has the original contract boilerplate language been modified? ☐ N ☒ Y If yes, list which sections have been modified.**Bid/RFP Number:** _____**Name of Consultant/Contractor** _____**Effective Date:** 1 Nov 02**Termination Date:** _____31 dec 2999**Total Amount of Contract:**
(including reimbursable expenses)**OrgKey # & Object #** 2003027-5510
J/L # (if required) _____Is there sufficient funds in the current budget to cover this contract? ☒ Y ☐ N If no, from where are the additional funds coming?**Payment Terms** (monthly installments, progress payments, etc.): Qtrly. / Annually**Remarks:** _____**FILED**

OCT 29 2002

CITY CLERK
CITY OF SHORELINE**SIGNATURE ROUTING:**

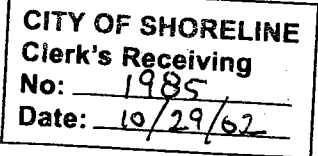
- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☐ 4. Send to Consultant for signature
(only send contract documents)
- ☒ 5. City Council
Approval (if required)

[Signature]
10/26/02
(mo/day/year)

- ☒ 6. City Manager
(if required)
- ☐ 7. Dept. Director
(if authorized)
- ☒ 8. City Clerk
- ☐ 9. Purchasing

Cus 10/29/05

Date



ADDENDUM TO

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW POINT, WASHINGTON, FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Agreement") is made and entered into on this 25th day of October, 2002 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

WHEREAS Yakima County and the cities named above intend to enter into a long term agreement ("the Agreement") for housing of city inmates by Yakima County; and

WHEREAS numerous cities have signed the Agreement; and

WHEREAS certain provisions of the Agreement require modification before final execution and the parties have determined that the most efficient method of making such modifications is for this addendum to be executed contemporaneously with Yakima County signing the Agreement.

THEREFORE, the provisions of the Interlocal Agreement between Yakima County, Washington and the cities named above for housing of inmates are amended as follows:

Section 1. Section 1(g) of the Agreement is hereby amended as follows:

(g) Minimum Bed Commitment means the bed commitment made by the Cities to maintain an ADP in Yakima county jail facilities equal to 150 City Inmates from the effective date of this Agreement until September 30, 2003 and equal to 440 City Inmates from October 1, 2003 until the termination of this Agreement.

Section 2. Section 2 of the Agreement is hereby amended as follows:

(a) Effective Date - Execution of Agreement. Yakima County expects to authorize the construction and equipping of new correctional facilities to be located in Yakima County ("New Jail Facility"). The effective date of this Agreement and the obligations of Yakima County and the Cities shall commence only when this Agreement has been executed by a sufficient number of Cities to represent 90% of the 440 Minimum Bed Commitment. The Cities have estimated each City's respective jail population as set forth on the signature page. These estimates shall in no way obligate each City individually to deliver these estimated populations, but are provided solely for the purpose of setting an effective date to this Agreement and committing the Cities to collectively provide the 440 Minimum Bed Commitment. In the event this Agreement is not fully executed on or before November 1, 2002 by a sufficient number of Cities as described above, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(b) Permits and Financing. Yakima County is exercising best efforts to obtain the necessary permits and financing for the siting and construction of the New Jail Facility. The obligation of Yakima County to provide the Minimum Bed Commitment in excess of 150 beds is conditioned upon Yakima County issuing bonds for the financing of the New Jail Facility no later than December 31, 2002 and obtaining the necessary building permits. In the event that Yakima County is unable for any reason to issue such bonds on or before December 31, 2002 or obtain such permits, Yakima County may elect to terminate this Agreement and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(c) Completion of New Jail Facility. Following the commencement of construction, Yakima County agrees to exercise due diligence to complete the New Jail Facility, the occupancy date, following the shakedown period, is currently estimated by Yakima County to be July 1, 2004. Upon receipt of a full or temporary certificate of occupancy for the New Jail Facility, and upon completion of the required "shakedown period," Yakima County agrees to accept City Inmates pursuant to this Agreement in the New Jail Facility.

Section 3. Section 3 of the Agreement is hereby amended as follows:

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

Section 4. Section 6(b) of the Agreement is hereby amended as follows:

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until September 30, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing October 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If King County, Washington refuses to accept City Inmates prior to October 1, 2003, Yakima County will use best efforts to accept additional City Inmates by contracting for additional jail capacity for City Inmates. If Yakima County has jail bed capacity in excess of this minimum guarantee, Yakima County will accept additional City Inmates if requested by the Cities. Prior to constructing new jail capacity beyond the Jail Facility, Yakima will contact the Cities and offer to reduce the Minimum Bed Commitment. If any City voluntarily agrees to such a reduction, the Minimum Bed Commitment shall be reduced by the amount of beds the City agrees to return to Yakima for its use.

Section 5. Section 6 of the Agreement is hereby amended by adding the following subsection (d):

(d) Yakima County shall provide the Cities' Inmates with confidential telephone or in person access to their attorneys during their period of incarceration at the Yakima County Jail at no cost to the inmate. Each City shall reimburse Yakima County or cause Yakima County to be reimbursed for the cost of that City's Inmates' long distance telephone calls within 30 days of receipt of invoice from the County. By separate mutual agreement, the County and a City may provide video conference capabilities for the City's Inmates' communication with the inmates' attorneys, families or other persons or agencies.

Section 6. Subsection 7(a) of the Agreement is hereby amended in its entirety to provide as follows:

- (a) Daily Fee. In consideration of Yakima County's commitment to provide Care for City Inmates, the Cities agree to pay Yakima County a daily fee for the housing and Care of each City Inmate, including all medical, psychiatric and dental costs. Yakima County shall not charge a booking fee or any other fees in connection with the Care of City Inmates. The following daily fee, which shall increase at a rate of 5% per annum as shown, includes a per inmate per day (i) bed maintenance fee and (ii) Medical Payment:

YEAR	DAILY FEE PER CITY INMATE (bed maintenance fee + \$5 Medical Payment)
2002	\$ 56.00
2003	\$ 58.80
2004	\$ 61.74
2005	\$ 64.83
2006	\$ 68.07
2007	\$ 71.47
2008	\$ 75.05
2009	\$ 78.80
2010	\$ 82.74

Yakima County shall pay for all medical, psychiatric, and dental costs of the Cities' Inmates in exchange for the payment by the Cities of an amount equal to \$5 per day per inmate ("Medical Payment"). Medical Payments shall be made from a designated fund maintained by Yakima County. Such fund shall consist of deposits made by each City in an amount equal to \$5 per day per City Inmate. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric and/or dental service provided. Each quarter Yakima County shall send to the Cities and accounting of the medical fund. In the event Yakima County's actual medical, psychiatric, and dental costs exceed the funds available in the Medical Payment fund, the cities agree to compensate Yakima County for all said costs within 30 days following receipt of said medical billing.

Yakima County agrees to use best efforts to take advantage of the best available state pharmacy programs or to have an operational in-house pharmacy on or before acceptance of long term inmates.

Section 7: Section 18(b) of the Agreement is hereby amended by deleting existing Section 18 (b) in its entirety and replacing it with the following:

18(b) Yakima County shall have the right to refuse to accept a City Inmate and to return such Inmate to a City when, in the reasonable and informed judgment of Yakima County, such City Inmate: (i) would require 24-hour per day medical attention as a result of a life-threatening illness or injury or uncontrollable behavior resulting from an acute psychiatric disorder; (ii) would require regular medical staff assistance in connection with mobility, bodily function or personal hygiene needs due to a lack of ambulatory ability; (iii) has a unique medical condition for which Yakima County is unable to obtain medical services, (iv) has been convicted of escape from a secure jail facility; or (v) has been convicted of assault on any correction officer or staff. If an

Inmate is being returned to the City pursuant to this Section, the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 5 of this Agreement.

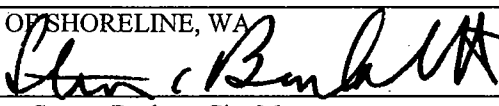
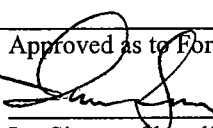
Section 8: This Addendum may be executed in any number of counterparts. Except as otherwise amended by this Addendum, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the above and foregoing Addendum has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: _____ Ronald F. Gamache, Chairman</p> <p>By: _____ James M. Lewis, Commissioner</p> <p>By: _____ Jesse S. Palacios, Commissioner</p>	<p>ATTEST:</p> <p>_____ Carla Ward, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____ Ronald S. Zirkle Yakima County Prosecuting Attorney</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ George Kelley, Algona City Attorney</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Daniel B. Heid, Auburn City Attorney</p>
<p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Wayne Stewart, Town Attorney</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Richard L. Andrews, Bellevue City Attorney</p>
<p>CITY OF BLACK DIAMOND, WA</p> <p>By: _____ Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Loren D. Combs, City Attorney</p>

CITY OF BOTHELL, WA By: _____ Jim Thompson, City Manager Estimated ADP: _____	Approved as to Form: _____ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By: _____ Gary P. Long, City Manager Estimated ADP: _____	Approved as to Form: _____ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By: _____ Woody Edvalson, City Manager Estimated ADP: _____	Approved as to Form: _____ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By: _____ George S. Martin, Mayor Estimated ADP: _____	Approved as to Form: _____ Clyde Hill City Attorney
CITY OF COVINGTON, WA By: _____ Andy Dempsey, City Manager Estimated ADP: _____	Approved as to Form: _____ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By: _____ City Manager Estimated ADP: _____	Approved as to Form: _____ Des Moines City Attorney
CITY OF DUVALL, WA By: _____ Becky Nixon, Mayor Estimated ADP: _____	Approved as to Form: _____ John L. O'Brien, Duvall City Attorney
CITY OF FEDERAL WAY, WA By: _____ David H. Moseley, City Manager Estimated ADP: _____	Approved as to Form: _____ Federal Way City Attorney
CITY OF ISSAQUAH, WA By: _____ Ava Frisinger, Mayor Estimated ADP: _____	Approved as to Form: _____ Wayne D. Tanaka, Issaquah City Attorney

CITY OF KENMORE, WA By: _____ Stephen L. Anderson, City Manager Estimated ADP: _____	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA By: _____ David Ramsay, City Manager Estimated ADP: _____	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By: _____ David R. Hutchinson, Mayor Estimated ADP: _____	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By: _____ John F. Starbard, City Manager Estimated ADP: _____	Approved as to Form: _____ Maple Valley City Attorney
CITY OF MEDINA By: _____ Douglas J. Schulze, City Manager Estimated ADP: _____	Approved as to Form: _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By: _____ Richard M. Conrad, City Manager Estimated ADP: _____	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney
CITY OF NEWCASTLE, WA _____ Andrew J. Takata, City Manager Estimated ADP: _____	Approved as to Form: _____ Newcastle City Attorney
CITY OF NORMANDY PARK, WA By: _____ Merlin MacReynold, City Manager Estimated ADP: _____	Approved as to Form: _____ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA By: _____ Joan Simpson, Mayor Estimated ADP: _____	Approved as to Form: _____ Michael R. Kenyon, North Bend City Attorney

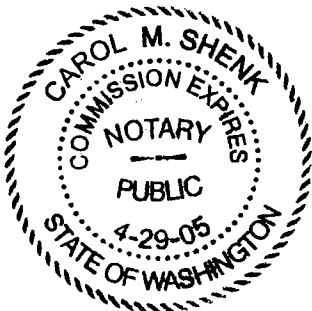
CITY OF PACIFIC, WA By: _____ Howard Erickson, Mayor Estimated ADP: _____	Approved as to Form: _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA _____ Rosemarie Ives, Mayor Estimated ADP: _____	Approved as to Form: _____ Redmond City Attorney
CITY OF RENTON, WA By: _____ Jesse Tanner, Mayor Estimated ADP: _____	Approved as to Form: _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By: _____ Ben Yazici, City Manager Estimated ADP: _____	Approved as to Form: _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By: _____ _____, City Manager Estimated ADP: _____	Approved as to Form: _____ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By: _____ Gregory J. Nickels, Mayor Estimated ADP: _____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By:  _____ Steven Burkett, City Manager Estimated ADP: <u>18</u>	Approved as to Form:  _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor Estimated ADP: _____	Approved as to Form: _____ Skykomish City Attorney
CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor Estimated ADP: _____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney

CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager Estimated ADP: _____	Approved as to Form: _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT By: _____ Jeanne R. Berry, Mayor Estimated ADP: _____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Steven C. Burkett, to me known to be the City Manager/Mayor of the City/Town of Shoreline, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this 29th day of October, 2002.



Carol M Shenk
(notary signature)
Carol M Shenk
(typed/printed name of notary)

Notary Public in and for the State of Washington
My commission expires: 4/29/05

Interlocal to be filed with the Yakima County Auditor

Inmate is being returned to the City pursuant to this Section, the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 5 of this Agreement.

Section 8: This Addendum may be executed in any number of counterparts. Except as otherwise amended by this Addendum, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the above and foregoing Addendum has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: <u>Ronald F. Gamache</u> Ronald F. Gamache, Chairman</p> <p>By: <u>James M. Lewis</u> James M. Lewis, Commissioner</p> <p>By: <u>Jesse S. Palacios</u> Jesse S. Palacios, Commissioner <i>Chair</i></p>	<p>ATTEST:</p> <p><u>Carla Ward</u> Carla Ward, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form: <u>[Signature]</u></p> <p><u>Ronald S. Zinkle</u> Yakima County Prosecuting Attorney</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____</p> <p>George Kelley, Algona City Attorney</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____</p> <p>Daniel B. Heid, Auburn City Attorney</p>
<p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____</p> <p>Wayne Stewart, Town Attorney</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____</p> <p>Richard L. Andrews, Bellevue City Attorney</p>
<p>CITY OF BLACK DIAMOND, WA</p> <p>By: _____ Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____</p> <p>Loren D. Combs, City Attorney</p>